

12-05-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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**TRADEMARKS ONLY**U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

SPANISH HERITAGE TOURS, INC.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State New York  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Name: Ableco Finance LLC

Internal

Address: 28th Floor

Street Address: 450 Park Avenue

City: New York State: NY Zip: 10022

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware Limited Liability Company  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,215,814

2,227,216 2,241,912 2,409,824

Additional number(s) attached ☐ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Scott M. Kareff

Internal Address: Schulte Roth &amp; Zabel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

## 6. Total number of applications and registrations involved: \_\_\_\_\_

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

500675 - Schulte Roth &amp; Zabel

**DO NOT USE THIS SPACE**

## 9. Signature.

Scott M. Kareff

Name of Person Signing

Signature

Date

6

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

12/04/2002 67611 00000092 500675 2215814

01 FC:0521  
02 FC:052240.00 CH  
75.00 CHTRADEMARK  
REEL: 002628 FRAME: 0437

# ASSIGNMENT FOR SECURITY

## TRADEMARKS

WHEREAS, Spanish Heritage Tours, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated October 15, 2002 (the "Security Agreement"), in favor of Ableco Finance LLC (the "Assignee");

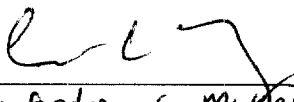
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 15, 2002.

**SPANISH HERITAGE TOURS, INC.,**  
a New York corporation

By:   
Name: Andrew C. Murphy  
Title: Authorized Officer

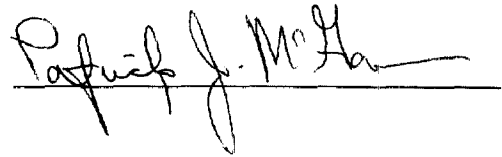
STATE OF New York

SS.:

COUNTY OF New York

On this 15<sup>th</sup> day of October, 2002, before me personally came Andrew C. Mckey, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Authorized Officer of Spanish Heritage Tours, Inc., a New York corporation, and that s/he executed the foregoing instrument in the firm name of Spanish Heritage Tours, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

PATRICK J. MCGOVERN  
NOTARY PUBLIC, State of New York  
No. 01MC5086132  
Qualified in New York County  
Commission Expires October 6, 2005



TRADEMARKS

Trademark Owner	Mark	Country	Serial Or Reg. Number	STATUS
Spanish Heritage Tours, Inc.	CANARY ISLANDS HOLIDAYS AND DESIGN	U.S.	2,241,912	Registered
Spanish Heritage Tours, Inc.	SI CANARIAS AND DESIGN	U.S.	2,227,216	Registered.
Spanish Heritage Tours, Inc.	SI SPAIN AND DESIGN	U.S.	2,215,814	Registered.
Spanish Heritage Tours, Inc.	SPANISH HERITAGE AND DESIGN	U.S.	2,409,824	Registered.

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